

TOWN OF PELHAM

EMPLOYEES AGREEMENT



January 1, 2010 – December 31, 2011

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BETWEEN THE CORPORATION OF THE TOWN OF PELHAM

hereinafter called the "Town"

OF THE FIRST PART

AND THE EMPLOYEES

hereinafter called the "Employees"

OF THE SECOND PART.

ARTICLE 1 WELCOME

Purpose

The purpose of this Agreement is to provide a comprehensive Personnel Policy Handbook for all positions listed in Schedule A to this Agreement. All Employees subject to this Agreement will be provided with a copy of the Agreement.

Employees subject to this Agreement should note that other Town policies exist with which Employees must comply. Employees may consult their Supervisor regarding such policies.

Although some of the policies contained in this Agreement are applicable to all Town Employees, unless specifically referenced as being included, it shall exclude Employees, Levels 5 through 8, as well as all part-time, permanent part-time, seasonal and probationary Employees.

Mission

"The Town of Pelham provides municipal services based on best practices which are delivered in a fiscally responsible, effective and courteous manner. The Town strives to maintain its unique urban, rural and agricultural mix while stimulating business opportunities, making it a most desirable community in which to live, work, play and visit." (Town of Pelham Corporate Strategic Plan, revised February 2007)

Legislation

All of the policies contained in this Agreement correspond with existing Town By-laws as well as applicable Provincial and Federal Legislation. Should, at any time, a conflict arise between the Agreement and Provincial or Federal Legislation, the latter shall supersede.

Agreement Review and Approval

The terms contained in this Agreement have been reviewed by the Senior Management



Team (SMT) and by all Employees listed in Schedule A and have been approved by Council. This Agreement is subject to review by the above mentioned parties upon termination of the current term of the Agreement.

ARTICLE 2 CODE OF ETHICS

Employees of the Corporation of the Town of Pelham are expected to adhere to the highest standards of professional competency, integrity and impartiality. The Town's Code of Ethics (PERS/01) represents general standards and applies to all municipal staff, including Directors and the Chief Administrative Officer. Employees must also adhere to any other codes of ethics applicable to their position.

ARTICLE 3 OCCUPATIONAL HEALTH & SAFETY

Health and Safety Policy Statement

The Corporation of Town of Pelham is committed to the protection of its workers against illness, injuries and to the prevention of property loss.

In fulfilling this commitment, the Town will provide and maintain a safe and healthy work environment in accordance with acceptable industry practices and in compliance with legislative requirements, and will strive to eliminate any hazards which may result in personal injuries/illnesses, or property loss.

All Employees will comply with the Town's loss prevention requirements as they apply to the design, operation and maintenance of facilities and equipment. All Employees will perform their jobs in accordance with the Town's policies, procedures and operating philosophy.

Health and safety will be integrated into municipal strategies, processes and performance measures. Health and safety risks will be effectively managed by eliminating, minimizing or controlling hazards.

An environment will be provided that enables all Employees to participate and work collaboratively in developing, promoting and improving health and safety at work.

ARTICLE 4 PROBATIONARY PERIOD

It is the policy of the Town to establish a six (6) month probationary period for newly hired Employees. This probationary period may be extended at the discretion of the Director.

Time spent in an "acting" position of responsibility will count towards completion of the



probationary period.

Performance appraisals will be ongoing throughout the probationary period. Unsatisfactory service may result in termination of employment prior to the six (6) month time frame.

Upon satisfactory completion of the probationary period, the appropriate Director will recommend, in writing to the CAO, the full-time employment of the Employee. Approval by Council will confirm all full time positions.

Transfers

Where an Employee is re-classified to a different job as a result of a job posting, that Employee shall be subject to a three (3) month probationary period. If performance is unsatisfactory to the Employer during this period, the Employee shall revert to his/her former classification and rate. The Employee will be paid at the Step 1 job rate during the trial period or at his/her current rate, whichever is greater.

All transfers as a result of the original transfer shall be rescinded upon unsuccessful completion of the probationary period.

Training Period

A training period may be instituted for an Employee when a vacancy occurs and the position cannot be filled through the normal posting or advertisement thereof. Training time should be at the discretion of the Director.

The training period will be for a duration of six (6) months for heavy equipment operators and three (3) months for all other positions and will commence upon written notice at any time during the training period.

Promotion will be approved if fully qualified for the position or the Employee will revert back to his/her original status.

ARTICLE 5 CONDITIONS OF EMPLOYMENT

As a condition of employment of thirty (30) days or more, all outside Community and Infrastructure Services Department Employees will be subject to a medical examination by a physician designated/approved by the Town.

The cost of this examination and any report obtained will be paid by the Town. At any time, a Director may request an Employee provide a police waiver. The cost of the police waiver will be paid by the Town.

**ARTICLE 6 HIRING**

In accordance with the Town's Hiring Policy (Attachment 2), all recruitment and hiring related matters shall be undertaken in an objective and impartial manner. Directors are accountable for ensuring compliance with the Town's Hiring Policy.

The Town of Pelham hires and promotes on the basis of merit. All candidates will be given equal opportunity for employment based on qualifications, experience and skills.

All job openings will be posted internally and advertised externally concurrently for a minimum closing deadline of ten (10) regular working days. Exceptions to this normal practice requires approval of the CAO.

External recruitment for any position shall always take place by means of an advertisement in a local weekly newspaper. Depending on the position to be filled, the use of other publications/websites/newsletters with a wider circulation may be used at the discretion of the CAO and/or Council.

Where candidates interview scores and qualifications are tied between internal and external candidates, preference is given to the internal candidate.

ARTICLE 7 PAY DAY

Pay day will be every second Thursday. Where payday falls on a designated holiday, the immediately preceding working day will be pay day.

Office and Clerical Employees

Office and Clerical Employees will be paid for 35 hours a week.

Recreational Facilities and Public Infrastructure Employees

Employees in the Recreational Facilities and Public Infrastructure Divisions will be paid on each pay day for all time worked up to midnight of the previous Friday. Approved time sheets must be submitted by the Director to the Payroll Clerk by 9:00 am on the Monday morning preceding a pay day.

ARTICLE 8 WAGES

The Town agrees to pay and the Employee agrees to accept the wage rates set out in Schedule "A" attached to and forming part of this Agreement.

**ARTICLE 9 HOURS OF WORK****Office and Clerical Employees**

Standard hours of work will be thirty-five (35) hours per week and seven (7) hours per day, five (5) days per week from Monday to Friday. The hours of work are from 8:30 a.m. to 4:30 p.m. with a one (1) hour unpaid lunch period.

Recreational Facilities and Public Infrastructure Employees

The standard hours of work will be forty (40) hours per week, eight (8) hours per day, five (5) days per week from Monday to Friday. Hours of work shall be from 7:00 a.m. to 3:30 p.m. with a half (0.5) hour unpaid lunch period.

Employees may be required to work Saturdays and Sundays when deemed necessary by the Town and will work shift work outside the normal 7:00 a.m. to 3:30 p.m. shift as required.

The Director of Community and Infrastructure Services may schedule eight (8) hour shifts other than the 7:00 a.m. to 3:30 p.m. shift period if necessary in order to most effectively and efficiently carry out the responsibilities of the CIS Department.

Shift Work

Recreational Facilities and Public Infrastructure Employees will be entitled to a shift premium when required to work an afternoon or evening shift. An afternoon shift will be one in which the majority of scheduled hours fall between 4:00 p.m. and midnight. An evening shift will be one in which the majority of scheduled hours fall between 11:00 p.m. and 7:00 a.m. The shift premium is as set out in Schedule "B".

Rest Periods

All Employees will be permitted, at such time as may be designated by their Supervisor, one (1) fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon.

Under no circumstances will Employees be permitted to work through their rest periods or lunch periods and put in for overtime payments.

ARTICLE 10 CALL-IN PROCEDURES AND PAY**Emergency Call-In Pay**

All Employees below the level of Director called in to work, outside of their normal working hours, will be paid one and one-half (1.5) times their current hourly rate of pay for actual hours worked. A minimum of three (3) hours of paid overtime will be paid for such a call-in.

**Call-In Procedure**

The Public Infrastructure Division Call-In Procedure is as follows:

1. A list of full-time Employees shall be posted at the Tice Road Public Infrastructure Department. This list shall be kept hanging on or near the communications bulletin board.
2. This list is based on seniority in a descending order.
3. When an overtime situation occurs the established list shall be followed. A call is made to the Employee next on the list. If there is no answer, or if the overtime call-in is refused, the next person on the list shall be called. The descending rotation is followed to the last person on the list and then returns to the top. A fifteen (15) minute grace period shall be given to Employees to return a message left on an answering machine. The Supervisor or On-call person shall fill out the time, date and the acceptance or refusal of the call-In. This list shall be kept up to date.
4. All full-time Employees have priority status over part-time Employees, and as such shall be given the first right to refuse overtime. Should additional Employees be required after exhausting the full-time call-in list, part-time staff shall be called accordingly.
5. Should overtime be required to complete works that are on-going past 3:30 p.m., the Employees on-site will be provided first right of refusal to stay and complete the work. Should Employees not previously assigned to said work be required, Employees will be asked to stay according to seniority (descending – top to bottom on a non-rotational basis). Accepting overtime as a continuation of the day will not impact the Employee's position on the call-in list.
6. When an Employee is scheduled for vacation beginning on the first working day of the week, they will be considered unavailable for overtime after 3:30 p.m. of the last regularly scheduled day of the previous week. It is the Employee's responsibility to inform the Supervisor otherwise.
7. Notwithstanding the above, should the call be for a Waterworks matter, a licensed Water Operator will be called and the situation is to be assessed on site. The Water Operator called shall be the next available Operator on the call-in list. If the Operator requires assistance then the call-out will follow the established procedure and the list will be respected.
8. Notwithstanding the above, should the call be for a Wingman operator the



following shall apply:

- a. Wing operators are only to be called-in outside of primary hours (3:30 p.m. – 7:00 a.m.). They may work into primary hours.
- b. Regular full-time Employees have priority over Wing operators during core hours; Wing operators have priority over non-equipment operators during non-core hours;

ARTICLE 11 OVERTIME

All Employees governed by this Agreement will be eligible for overtime payments. Each Employee will be required to work such overtime as is considered necessary by his or her Supervisor. Overtime work will be distributed as equally as practicable among Employees who normally perform the work required. An Employee who is required to work in excess of the regular hours of work, shall be paid at the rate of time and one-half (1.5) for hours worked in excess of:

Recreational Facilities and Public Infrastructure Employees:

1. The regular eight (8) hours per day; OR
2. The regular forty (40) hours per week.

Office and Clerical Employees:

1. The regular seven (7) hours per day; OR
2. The regular thirty-five (35) hours per week.

An Employee who is required to work on a Sunday or a holiday shall be paid double time for such hours of work provided they do not constitute regularly scheduled hours for such an Employee. For easier computation, all overtime is calculated to the nearest one-quarter (0.25) of an hour.

Instead of remuneration for overtime, an Employee may choose to receive time off at the overtime rate at a mutually agreed upon time. Such time off will be limited to a maximum of two weeks (i.e. 80 regular hours for Recreational Facilities and Public Infrastructure Employees and 70 regular hours for Office and Clerical Employees). Such time off will be used or will be paid out by December 31st in the year of which it is accumulated.

ARTICLE 12 RESPONSIBILITY PREMIUM

A full-time Employee authorized to temporarily assume a more senior position not covered by this agreement, for a period of not less than five (5) days, is entitled to receive a responsibility premium. The responsibility premium is to be offered at the hourly rate of the grade 1 level of the position which the Employee is temporarily assuming.

**ARTICLE 13 BENEFIT PLANS****Mandatory Deductions**

The Municipality will deduct from an Employee's pay all statutory deductions as required under the laws of Canada or the Province of Ontario.

Retirement Plan

Each full-time Employee must join the Ontario Municipal Employees' Retirement System Plan. See O.M.E.R.S. booklet for details.

Health Insurance

100% of the cost of the Ontario Health Insurance Plan will be paid by the Municipality through the Employers Payroll Tax.

Life Insurance – A.D. & D.

100% of the cost of the group life and accident insurance will be paid by the Municipality. (See insurance booklet for details or contact the Payroll Clerk).

Extended Health

100% of the cost of the extended health benefits is paid by the Municipality. (See insurance booklet for details or contact the Payroll Clerk).

Disability Plan

100% of the cost of the long term disability plan is paid by the Municipality. (See insurance booklet for details or contact the Payroll Clerk).

Dental Plan

100% of the cost of the dental plan is paid by the Municipality. (See insurance booklet for details or contact the Payroll Clerk).

Coverage for Life Insurance, Extended Health, Disability and Dental will commence upon full time employment.

Vision Care

All full time Employees, their spouses and children (to age twenty-one (21) and those over twenty-one (21) attending a Community College or University until age twenty-five (25) will be entitled to receive a maximum benefit once every twenty-four (24) months of \$300 and \$75 for eye examination. (See insurance booklet for details or contact the Payroll Clerk).

Continuation of Medical & Dental Benefits While on Long Term Disability

It shall be the policy of the Town that the following scale be used for continuation of



medical and dental benefits for Employees while on long term disability:

- Less than six (6) years of service would receive two (2) years coverage or age 65 whichever occurs first
- Six (6) years but less than 11 years of service would receive four (4) years of coverage or age 65 whichever occurs first
- Eleven (11) years but less than sixteen (16) years of service would receive six (6) years of coverage or age 65 whichever occurs first
- Sixteen (16) years but less than twenty-one (21) years of service would receive eight (8) years of coverage or age 65 whichever occurs first
- Twenty-one (21) years but less than twenty-six (26) years of service would receive ten (10) years of coverage or age 65 whichever occurs first
- Twenty-six (26) and over years of service would receive coverage to age 65.

That this coverage be paid on a 50-50 basis by the Employer and Employee (Approved by Council February 21, 1994)

Employee Assistance Program

It shall be the policy of the Town of Pelham to provide counselling services to full-time Employees, their spouses and qualifying children for problems relating to marriage, family conflict, alcohol, drugs, separation and divorce, etc. Council will provide financial coverage for a maximum of five (5) counselling sessions during any twelve (12) month period. Any sessions beyond five (5) will be the responsibility of the Employee and payment will be made directly to the counselling service.

ARTICLE 14 PENSIONS PLANS

The Employer and each Employee shall subscribe as required by and to the following pension plans:

1. Ontario Municipal Employees Retirement System
2. Canada Pension Plan

Each Employee shall join O.M.E.R.S. upon the first day of employment and the Municipality will contribute on a 50% basis with the Employee. The Municipality shall deduct from an Employee's pay all statutory deductions as required under the laws of Canada or the Province of Ontario.

**ARTICLE 15 EMPLOYEE PURCHASE PLAN FOR COMPUTERS**

All full-time Employees can purchase a personal computer and take advantage of:

A financing plan through payroll deduction:

- Up to a maximum of \$2,000.
- Maximum payment period of 52 pay periods.
- Interest charged at the rate prescribed by Revenue Canada.

Employees may choose to purchase a personal computer from any dealer. Please refer to Attachment 3 for the complete policy.

ARTICLE 16 VACATION

Full-time Employees receive vacation with pay as follows:

| As of Dec. 31st | Time Off | Pay |
|-----------------------------------|--|--|
| Under 1 year | 1 day for each full month of service to a maximum of 10 days | 4% of earnings up to December 31 st . |
| 1 yr but less than 3 yrs | 2 weeks | 2 weeks pay |
| 3 yrs but less than 10 yrs | 3 weeks | 3 weeks pay |
| 10 yrs but less than 17 yrs | 4 weeks | 4 weeks pay |
| 17 yrs but less than 25 yrs | 5 weeks | 5 weeks pay |
| 25 yrs and over | 6 weeks | 6 weeks pay |

1. Vacation weeks shall be scheduled by Directors, taking into consideration the requirements of the Town and will consider such items as length of service and the Employee's wishes.



2. Employees planning vacation in the amount of one (1) week or greater shall submit a written tentative vacation requests to their Director at least four (4) months in advance of said vacation or by April 30th in any given year, whichever comes first.
3. Full-time Employees with less than one (1) year of service will be entitled to one (1) day of vacation per month to a maximum of 10 days in the current calendar year.
4. Should a paid holiday fall on or be observed during an Employee's vacation period, he/she may be granted an additional day off with pay at a time mutually agreed upon between the Employee and the Town.
5. The vacation period will be from January 1st to December 31st. Vacation is to be used in the year that vacation is earned.
6. An Employee with four (4) or more weeks vacation may accumulate a maximum of one (1) week of vacation which will be taken in the year immediately following the year in which it was accumulated.
7. Any Employee incapacitated by bereavement, hospitalization or jury duty while on vacation shall have his or her vacation time re-instated upon presentation of appropriate proof required to the Director.

ARTICLE 17 DESIGNATED HOLIDAYS

Full-time Employees shall be entitled to a day off with full pay on any designated holiday. The Town has a total of thirteen (13) designated holidays: nine (9) legislated public or statutory holidays and four (4) non-legislated but commonly recognized holidays.

On occasion, Employees are required to work on a designated holiday (ie. CIS Employees). Any Employee who works on a designated holiday will be compensated in accordance with the Employment Standards Act.



The designated holidays are:

- *New Year's Day
- *Family Day
- * Good Friday
- Easter Monday
- * Victoria Day
- *Canada Day
- August Civic Holiday
- *Labour Day
- *Thanksgiving Day
- Remembrance Day
- ½ day on Christmas Eve
- *Christmas Day
- *Boxing Day
- ½ day on New Year's Eve

*Legislated public or statutory holidays

Note: Where a holiday falls on a Saturday or Sunday and this day is not a scheduled working day for an Employee, the Monday following the designated holiday will be deemed to be the holiday.

ARTICLE 18 CLOSURE OF MUNICIPAL OFFICES DURING HOLIDAYS

It shall be the policy of the Town to close the Municipal Offices during the period between Christmas and New Year's for all Departments, except for essential services (Recreational Facilities and Public Infrastructure Employees) who shall only take time off for Christmas Day, Boxing Day, New Year's Day and two (2) half (0.5) days immediately preceding Christmas Day and New Year's Day.

Employees shall be advised yearly of the number of days required to accommodate the closure for this period. Employees shall take these days as vacation days, lieu time or time off without pay.

It shall also be the policy of the Town that Remembrance Day not be taken on November 11th but that it shall be taken during the Christmas Holiday closure for all Departments, except for Recreational Facilities and Public Infrastructure Employees who shall use Remembrance Day as a "floater".

**ARTICLE 19 STAFF TRAINING AND DEVELOPMENT**

It is the policy of the Town to assist its Employees in the upgrading of skills, knowledge and qualifications to increase current job performances and the potential for assuming increased responsibilities. The Town recognizes the need for and the benefits that accrue from effective training and development programs which can serve to raise the level of performance of individual Employees and the general quality of performance of the municipal administration.

If an Employee voluntarily resigns from the Town, the Employee is responsible for the reimbursement of any fees and costs associated with training and development. Reimbursement will be based on the amount of time between the payment of fees and costs and the time of the Employee's last date of Employment:

| | |
|---------------------|------|
| 0-2 months | 100% |
| 2-12 months | 50% |
| Greater than 1 year | 0% |

Approval

Educational courses may be taken on the initiative of the Employee or at the request of the Director. Courses of study must have a direct application to present or anticipated future job responsibilities. Prior approval must be received by the Employee on the appropriate application form available from the Payroll Clerk.

Tuition Refund

Tuition for courses will be refunded up to a maximum of \$300.00 for Employee initiated courses. Where an Employee is requested by his or her Director to participate in an educational course, the Town will assume all associated expenses.

Upon completion of a course, the Employee shall submit to the Director an Education Refund Application Form, available from the Payroll Clerk. The Employee shall attach proof of completion (final transcript or marks or proof of 85% attendance at courses where there is no formal examination).

Participation Requiring Leave of Absence

Where a leave of absence is required for the purposes of a course, the Director may approve, in conjunction with the CAO, a leave for a period not exceeding one (1) week, with full salary and benefits. The Director may make recommendation to Council for a request for a leave of absence exceeding one (1) week, with full salary and benefits.

**ARTICLE 20 ATTENDANCE AT CONFERENCES, SEMINARS, & WORKSHOPS****Approval**

Approval for attendance at conferences, seminars and workshops shall occur at the discretion of the Director and upon the approval of the CAO.

Where requests are made to attend conferences outside of the Province of Ontario, approval must be obtained by Council.

Expenses

The Town shall assume all allowable costs associated with attendance at approved activities:

- Registration fees,
- Transportation costs, in accordance with Town policy,
- Meal costs - \$75.00 maximum per day (breakfast \$15.00, lunch \$20.00 and dinner \$40.00)
- Accommodation expenses if the conference is more than 80 km from the Town of Pelham Municipal Office

Employees using their own transportation shall be paid the regular mileage rate, see Appendix B. Employees are encouraged to consider cost efficiency when determining their method of transportation.

The Employee shall submit an expense form, available from the Accounts Payable, with receipts attached to the Director for reimbursement.

ARTICLE 21 USE OF PERSONAL VEHICLES**Consent**

Any Employee who uses a personal vehicle while on business for the Municipality will only do so with the prior expressed consent of his/her Director.

Insurance

Before using a personal vehicle on business for the Municipality, the owner of the vehicle will furnish documented proof to his/her Director that such vehicle is covered for a minimum of \$2,000,000 public liability and property damage insurance.

Rate

The rate per kilometre paid to Employees who use a personal vehicle while on business for the Municipality will be set by the Council of the Municipality. The rate will be established annually as set out in Schedule "B" of this policy.



The rate per kilometre will include all transportation costs. No additional items, such as fines, towing charges, vehicle repair costs, cleaning costs, insurance premiums, etc. will be allowed.

Each trip shall be detailed on a mileage form available from the Accounts Payable Clerk.

Directors shall submit mileage forms for their Employees to the Accounts Payable Clerk within thirty (30) days of the end of the month covered by the expense claim and must be submitted by January 15th of the year following the year in which the expense was incurred.

ARTICLE 22 MUNICIPALLY OWNED VEHICLES

Municipally-owned vehicles will only be driven by authorized Employees of the Town and will be used only for the purpose of conducting the business of the Municipality.

Employees may be permitted to use the vehicles for transportation to and from work upon receiving written authorization from the Director.

ARTICLE 23 DRESS CODE

Employees of the Town are requested to dress suitably for the workplace, always reflecting appropriate apparel and good grooming. Employees are highly visible to the public and your choice of apparel influences the public's image of the Town.

Employees are expected to use good judgment in grooming, (includes using fragrances sparingly), personal hygiene and dress in a professional manner and consistent with health and safety. Good grooming and appropriate attire work hand in hand with ensuring a safe, healthy environment and in establishing a positive and appropriate public image.

Casual Days must be approved by the CAO and consist of professional casual garments as defined in this directive and entails casual yet tasteful clothing also defined in this directive.

Acceptable Dress

- Pants/Slacks – Dress or business casual styles such as dress pant, mid-calf or longer.
- Shirts/Blouses/Tops – Dress or business casual styles such as blouses, turtlenecks, sweaters and blazers.



- Dresses/Skirts – Dress, business casual style sundress or business style denim including denim jumper/skirts of any colour.
- Shoes – Business/casual, closed or open-toes shoes or sandals.

Acceptable Dress (For Casual Dress Days)**All of the acceptable dress items from above, as well as:**

- Pants/Slacks – Denim jeans of any colour including blue jeans; mid-calf or longer, cargo pants.
- Shirts/Blouses/Tops – T-shirts and sweatshirts.
- Dresses/Skirts
- Shoes – Athletic shoes, sneakers, canvas shoes, casual style sandals.

Unacceptable Dress (Anytime)

- Pants/Slacks – Sweatpants, jogging or windbreaker suits, leggings, spandex pants.
- Shorts – all types.
- Shirts/Blouses/Tops – T-shirts and sweatshirts with large logos or inappropriate phrases/graphics, low-cut or see-through shirts/blouses, crop-tops, halter-tops, tank tops, tops with spaghetti straps.
- Dresses/Skirts – backless, sundress/beach-type, length 3" above the knee or shorter, skorts.
- Shoes – Flip Flops.

Other items that are not acceptable at anytime during the work week include:

- hats and clothing bearing alcoholic or tobacco product advertisements;
- clothes that are wrinkled, too tight, too short, excessively loose, low-cut and/or see through or reveal any part of your back, midriff or sides.

The above list is not intended to be all-inclusive; common sense and good taste must prevail.

Compliance

It is the responsibility of each Director to ensure their Employees are aware of and consistently adhere to the standards of the Dress Code Guidelines. Given the variety of work situations and environments, the guidelines will be interpreted by individual Departments taking into account their operational requirements.

In those cases where an Employee wears clothing deemed to be inappropriate, their Supervisor will address the situation by requiring the Employee to immediately comply with the policy. Compliance may entail the Employee being sent home; time missed may require the use of make-up time or time off without pay.

Formal disciplinary action may be taken if the Employee repeatedly fails to comply with guidelines. The guidelines are set to help Employees determine the suitability of their



attire. In order to project a professional image, all clothes must be clean, in good condition and fit properly.

ARTICLE 24 PERSONAL PROTECTIVE EQUIPMENT

The Town accepts no responsibility for normal wear and tear to personal clothing or footwear of any Employee.

The Town will provide personal protective equipment, clothing and/or devices to ensure the safety of the Employee during the performance of their duties where required. This will include:

- Where the Employee's clothing would be subject to excessive wear, wetness or dirt during a work assignment, the Employee will be provided with a pair of coveralls as required.
- Safety glasses and/or work gloves will be provided as required.
- Where the demands of the job require foot protection, the Town will provide the Employee with a pair of CSA class 1 footwear as approved by the Director. The upset limit of cost per year shall be set out in Schedule "B".
- Appropriate protective aprons for pregnant Employees required to work on video display terminals.

ARTICLE 25 ABSENCE FROM WORK

Each Employee shall notify his/her Supervisor that he/she will not be at work within thirty (30) minutes of normal starting time on the first day of absence from work.

Permanent full-time Employees will be granted six (6) working days in any one calendar year for sick leave. An employee will be credited for one-half (1/2) of any unused sick day to a maximum of 3 days to be applied to a sick time bank. The most that an employee may accumulate is 9 days. Sick time will be charged by the hour.

Any absence of more than three (3) consecutive working days may require supporting documentation. In the case of patterned or chronic illness, a certificate from a recognized health practitioner may be required for illnesses of any duration.

Failure to produce the required documentation within seven (7) working days after the absence will result in the days of absence being charged as leave without pay.

A Director may request a report or documentation from a recognized health professional at any time. The Town shall pay the charges by the health practitioner for a report if the Town requests the certificate.

**ARTICLE 26 LEAVES OF ABSENCE****Bereavement Leave**

Leave of absence shall be granted for attendance at funerals as follows:

1. Up to four (4) days - death of a spouse, parent, guardian or child
2. Up to three (3) days - death of a brother, sister, mother/father-in-law, grandparents, grandchildren
3. Up to two (2) days - death of a sister/brother-in-law, son/daughter-in-law, step children, step parents
4. Up to one (1) day - death of an aunt or uncle (not including aunt or uncle in-law), or to act as a pallbearer

Where attendance at funeral is not possible in the situations outlined above, a maximum of one (1) day for attendance at a memorial service is permitted.

Attendance at Judicial or Quasi-Judicial Hearings

Leave will be granted to the extent that will allow the Employee to discharge his or her responsibilities. Since the Employee receives full pay while on jury duty or while acting as a witness in a judicial or quasi-judicial matter, all fees paid to the Employee for acting in the capacities shall be paid over to the Town.

Medical Appointments

Employees are urged to make appointments outside of their normal working hours, if possible. When this is not possible, time-off may be arranged by the appropriate Supervisor. Time off may be made up by use of overtime, vacation time or shortened lunch periods.

Employees Serving As Volunteer Firefighters

Town Employees who are members of a Volunteer Fire Department may be expected to leave their place of employment during working hours in order to respond to a "fire call". This will not be possible under all circumstances.

Since situations will vary from one Department to another within the Town's sphere of operations, the practices that are acceptable will be negotiated between the Employee and his or her Supervisor.

Pregnancy and Parental Leave

Pregnancy and/or Parental Leave without pay shall be granted to an Employee subject to the provisions of the *Employment Standards Act* and other government legislation as enacted from time to time.

Other Leave of Absence Without Pay



A leave of absence without pay of up to ten (10) days may be granted by the Director after receipt of a written request by the Employee.

A leave of absence longer than ten (10) days may be granted by the Director in conjunction with the CAO after receipt of a written request by the Employee.

For any leave of absence in excess of thirty (30) days, the Employee will reimburse the Town for one hundred percent (100%) of any benefit plan premiums paid on his/her behalf after expiration of the thirty (30) day period.

ARTICLE 27 SHORT TERM DISABILITY

Disability means suffering substantial inability to perform the essential tasks of one's occupation or employment due to illness, accident, injury or quarantine.

Disability benefits are provided to permanent full-time Employees from the sixth (6th) working day of a disability due to illness or accident (first (1st) day in the case of hospitalization) up to a period of seventeen (17) weeks.

Amount of Insurance

This plan shall provide payments according to the Employee's rate of pay depending on his or her length of service with the Town, as follows:

| Length of Service | 100% of Salary | 75% of Salary |
|--------------------------------|-----------------------|----------------------|
| 3 months but less than 2 years | 1 week | 16 weeks |
| 2 years but less than 3 years | 2 weeks | 15 weeks |
| 3 years but less than 4 years | 4 weeks | 13 weeks |
| 4 years but less than 5 years | 6 weeks | 11 weeks |
| 5 years but less than 6 years | 8 weeks | 9 weeks |
| 6 years but less than 7 years | 10 weeks | 7 weeks |
| 7 years but less than 8 years | 12 weeks | 5 weeks |
| 8 years but less than 9 years | 14 weeks | 3 weeks |
| 9 years but less than 10 years | 16 weeks | 1 week |
| Over 10 years | 17 weeks | 0 weeks |

Health Professional's Report

At the discretion of the Employee's Supervisor, any absence charged to the Employee's sick leave allotment of more than three (3) consecutive working days may require a report from a recognized health professional. After six (6) days of absence over the calendar year where no report was necessary or provided, any further days must be supported by a report from a recognized health professional.

Reports must be provided not later than seven (7) working days after the onset of the



disability. Failure to produce the required report will result in the days of absence being charged as leave without pay. The report must state the Employee suffered substantial inability to perform the essential tasks of his or her occupation or employment and indicating the probable duration of the illness, accident, injury or quarantine and treatment plan.

The Employee shall submit such periodic reports on his or her condition as the Town may reasonably require. The cost of the examination(s) and any report(s) obtained is the responsibility of the Town.

Upon receipt of a report that an Employee became disabled while employed and is under the continuous care of the health practitioner, salary is paid while the Employee continues to be disabled subject to the limitations and exclusions contained herein and subject to conditions of interrupted periods of disability.

Coverage Period

Payment is made for a maximum period of seventeen (17) weeks during any one period of disability. Coverage is based on a calendar year and is automatically renewed each January 1st provided the Employee is not absent on short term disability on January 1st. An Employee who is absent on short term disability prior to and including January 1st shall have his or her allotment renewed when he or she has returned to work on a full-time basis.

Interrupted Periods of Disability

Interrupted periods of disability occurring after the benefit becomes payable and while this provision is in force are considered a single period if the Employee, in the interval between the interrupted periods of disability is actively at work for a period of less than:

1. Eight (8) consecutive weeks if disability is due to the same related causes;
or
2. Ten (10) consecutive days if disability is due to an entirely unrelated cause.

In such cases, a new disability period is not applied, and the benefit is payable in total not longer than the maximum benefit at the time of the initial disability.

Limitations

Payment is not made for:

1. A period of formal pregnancy or parental leave taken by the Employee as provided under the relevant legislation.
2. A period of pregnancy or parental leave commencing with the earlier of:
 - i) The elected date of leave, mutually agreed to by the Town and the Employee; or
 - ii) The date of birth of the child.



And ending with the earlier of:

- i) The elected date of return to active full-time work with the Town, mutually agreed to by the Town and the Employee;
 - ii) The actual date the Employee is again *actively at work* with the Town.
3. A period of pregnancy or parental leave mutually agreed to by the Town and Employee.
 4. Any period the Employee is not under the care of a recognized health practitioner.

Exclusions

A benefit is not paid for a disability which is due to or results from:

1. The hostile action of any armed forces, insurrection or participation in any riot or civil commotion.
2. Commission or attempted commission of a criminal offence by the Employee.
3. Bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit when WSIB benefits are payable.
4. Illness or injury which is covered by WSIB.

Subrogation*

The benefits payable under this provision are subject to Subrogation.

Termination of the Plan

This plan ends on the date the Employee retires, resigns, is laid off, is dismissed or takes a leave of absence as defined in the Employees Agreement. Upon return to work from layoff or leave of absence within two (2) years, the Employee's length of service shall be that which it was at the time of the layoff or leave of absence.

An Employee's time spent on an authorized leave of absence shall be included in any calculation of the Employee's length of service for the purpose of determining the amount of insurance allotment he or she is entitled to in accordance with the short term disability plan.

Benefit Coverage

All Employee group benefits in effect at the time of disability shall continue to be provided by the Town to the Employee during any short term disability absence.

***Note:** See By-law #1664 (1994) - Being a by-law to provide a short term disability benefit plan for Employees of the Town of Pelham.

**ARTICLE 28 MODIFIED WORK****Objective**

The Town recognizes its obligations and the benefits of providing modified work for Employees who have been injured on the job or are recuperating from personal injury or illness. Every Department will attempt to accommodate Employees who cannot perform the normal duties of their position as a consequence of injury or illness. Where this is not possible, Inter-Departmental participation and cooperation will be required to meet the Town's policy of providing suitable modified work.

Every reasonable effort will be made to provide meaningful employment for both permanently and temporarily disabled Employees thereby returning valuable human resources to the workplace while maintaining dignity and self-respect to the Employee. The success of modified work efforts can be measured by the outcome of the activities of the workplace parties. The goal is to ensure suitable and available Employment that is within the Employee's functional abilities, and, if possible, restores the Employee's pre-injury earnings.

Responsibilities

Supervisors and Employees, and if possible, health care practitioners, are responsible for resolving issues with an Employee's ability to work. Co-operation and self-reliance must occur to achieve a plan for modified work.

1. Supervisor Responsibilities

- Maintain communication throughout the period of the Employee's recovery or impairment;
- Work with the Employee to determine his or her functional abilities. One source of this information is the health professional treating the Employee who provides functional abilities information upon request;
- Request that an Employee have a functional abilities form completed by a health professional if there is reasonable cause to believe that the Employee is unable to adequately perform the duties of his or her position. The cost of the examination(s) and any report(s) obtained is the responsibility of the Town; and
- Attempt to provide suitable and available employment that is consistent with the Employee's functional abilities and, when possible, restores the Employee's pre-injury earnings.

2. Employee Responsibilities

- Contact the Supervisor as soon as possible after an injury or illness occurs which affects the Employee's functional abilities;
- Maintain communication throughout the period of recovery or impairment; and
- Assist the Employer as required or requested to identify suitable work that is



available, consistent with the Employee's functional abilities and, when possible, restores the Employee's pre-injury earnings. This may include having a health practitioner provide an assessment of the Employee's abilities on the applicable form (see Appendix C).

* Appropriate procedures and reporting requirements related to workplace incidents must be followed at all times.

Suitable work

- Is within the Employees functional abilities;
- The Employee has, or is able to acquire, the necessary skills to perform;
- Does not pose a health or safety risk to the Employee or coworkers; and
- If possible, restores the Employee's earnings.

Available Work

- Is work that exists at the pre-injury worksite, or at a comparable worksite arranged by the Town.

Functional Abilities Form

This form (Schedule C) may be used by the Supervisor to help identify suitable jobs consistent with the Employee's functional abilities. Its purpose is to highlight what an Employee can do and what limitations apply. This form is not a requirement under WSIB or other legislation. The decision to obtain functional abilities information rests with the Supervisor and the Employee.

The Functional Abilities Form does not contain either clinical or diagnostic information. It does not replace the health professional's reporting requirements to the WSIB or the Employer's initial accident reporting obligations.

ARTICLE 29 WSIB

1. Any compensation to an Employee from the WSIB will be paid directly to and retained by the Employee.
2. The Town will pay to the Employee receiving benefits from the WSIB the difference between the daily rate paid by the WSIB and the Employee's current salary to an amount equal to a maximum of 100% of the Employee's normal salary after deductions, for a period of four (4) months from the date of the incident. Such payment will be continued for a further twelve (12) month period of compensable disability subject to the entitlement set out in the Employee's Short Term Disability Plan.

**Example**

Employee has worked for Town for five (5) years. Under Short Term Plan he or she is entitled to eight (8) weeks coverage at 100% of salary and nine (9) weeks at 75% of salary. Value of this coverage is \$7,400.

Employee is injured on the job. Employee receives WSIB compensation for a sixteen (16) month period. Town will "top up" for first four (4) months to normal net pay. Following twelve (12) months, the Town will "top up" to normal net pay to a maximum of \$7,400. The dollar amount will be reduced by each sick day taken and "charged" against Short Term Disability plan entitlement.

ARTICLE 30 MANAGEMENT RIGHTS

The Employees acknowledge the exclusive function of the Employer to:

1. Maintain order, discipline and efficiency;
2. Hire, lay-off, classify, direct, transfer and promote Employees and to discharge, demote, suspend or otherwise discipline Employees for just cause, subject to the grievance procedure; and
3. Determine the work to be performed, the method or processes to be employed, schedule of operation, the types and location of equipment to be used and the number of persons to be employed.

ARTICLE 31 GRIEVANCE PROCEDURE

It is the mutual desire of all concerned that a complaint of an Employee arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be adjudicated as promptly as possible.

It is first understood that an Employee has no grievance until he or she has first discussed the complaint with the immediate Supervisor without satisfaction. If the complaint cannot be resolved by discussion between the Employee and the immediate Supervisor, the Employee may submit a grievance which will be adjudicated in the following manner:

Step 1

Concerns must be submitted in writing to the immediate Supervisor within five (5) working days from the date of the incident(s) upon which the grievance is based. The Supervisor will give a decision in writing within two (2) working days of the receipt of the written grievance.

Step 2

If not settled in Step 1, the grievance may, within three (3) working days, be submitted



in writing to the Employee's Director. The Employee's Director will give a decision in writing within two (2) working days of receipt of the grievance. The submission will specify the facts upon which the decision is based. In the event of a vacancy in the office of the Employee's Director the submission will be to the CAO.

Step 3

If not settled in Step 2, the grievance may, within three (3) working days, be submitted in writing to the SMT, care of the CAO, to be dealt with at a meeting to be held within seven (7) working days of the submission. The decision of the SMT shall be given in writing within five (5) working days after the meeting at which it was discussed.

* If necessary, the griever will be asked to attend to provide information and input to insure that all information is available and understood prior to the decision of the SMT.

Step 4

If not settled in Step 3, the grievance may be presented by the CAO at an in-camera meeting of Council. Council shall render its decision within seven (7) working days.

Step 5

If the grievance has not been settled after all the steps outlined above and the grievance procedure has been exhausted, the Employee may request, in writing, that the grievance be referred to an impartial Arbitrator who shall be acceptable and mutually agreed upon by both parties, within and not after, thirty (30) working days following the date on which the answer of Council was given or ought to have been given. Beginning with Step 5 of the grievance procedure, either party may call in any necessary witnesses who are directly involved in the grievance.

The Arbitrator shall have no power to alter, amend or modify this Agreement, or give a decision inconsistent with the terms of this Agreement.

If the matter is referred to an impartial Arbitrator as outlined above, each party shall pay half the cost of the Arbitrator. The Arbitrator's decision shall be final.

ARTICLE 32 DISCIPLINE

It is the policy of the Town of Pelham to encourage positive Employee/Employer relations by providing for the fair and consistent treatment of Employees throughout the Town. The objectives of this policy are to:

- Encourage the proper conduct of Employees;
- Ensure that all Employees are aware of their obligations and the consequences of disregarding those obligations; and
- Ensure that Employee misconduct is dealt with in an appropriate manner.



There will be a variation of disciplinary action dependent upon the severity, intent and frequency of the offence.

Levels of Progressive Discipline**1. Employee Counselling**

It is within the discretion of the Supervisor to decide when to counsel an Employee and when to implement formal discipline. Counselling is used in situations where the Supervisor feels that discussion, instruction/training will resolve the Employee's performance or behaviour. Counselling is used to help correct poor performance and not to punish individuals. It ensures that the Employee knows what is expected in terms of performance and how it is to be accomplished.

2. Verbal Warning

The Supervisor outlines the circumstances leading to discipline and verbally warns the Employee that should the offence reoccur the Employee shall be given a warning letter. A summary of the interview must be prepared and forwarded to the Employee's personnel file.

3. Written Warning

Should an incident arise that is considered serious enough to warrant immediate delivery of a written warning letter or should a previous offence reoccur in the progressive discipline process, the Supervisor shall meet with the Employee and present a letter outlining the circumstances. The Employee must be advised that should the offence reoccur the Employee shall be subject to further disciplinary action up to and including dismissal. A copy of the letter shall be forwarded to the Employee's personnel file.

4. Suspension

Should a previous offence reoccur in the progressive disciplinary process or should an incident occur that warrants immediate suspension without pay, the Supervisor shall review the number of days suspension with the Department Head. The length of suspension depends on the severity of the offence and must be agreed upon by the Supervisor and Director. The suspension shall be documented and a letter given to the Employee advising that should the offence occur again the Employee will be dismissed.

5. Termination

If the Employee's behaviour does not change in the progressive discipline process and all the stages have been followed, a recommendation shall be made by the Director to the CAO for dismissal of the Employee. It shall be conveyed to the Employee that the Employee brought the action on him or herself and left the CAO with no other alternative. Details of the Employee's



behaviour and culminated offences leading to the dismissal shall be documented in a letter handed to the Employee.

Examples of Acts Requiring Discipline

- Absence from duty without prior permission from the Supervisor;
- Unauthorized leaving of the working area at any time without permission from the Supervisor;
- Creating or contributing to unsanitary or unsafe conditions in the workplace;
- Harassing other Employees;
- Failure to carry out Supervisory instruction;
- Violation of Town policy and procedure;
- Failure to immediately report any personal injury or equipment damage to Supervisor;
- Insubordination;
- Unsatisfactory work and/or failure to maintain required standards of performance;
- Making or publishing false or malicious statements concerning any Employee; Supervisor, the Town or its operation;
- Making false claims or misrepresentations in an attempt to obtain sick leave, accident benefits or Workers' Compensation benefits; and
- The use, or possession, of narcotics or alcoholic beverages while on duty or while in charge of a motor vehicle belonging to the Town is forbidden. (Such an infraction will result in a minimum of one (1) day suspension).

A recommendation for dismissal may be made by the CAO for any of the actions listed below:

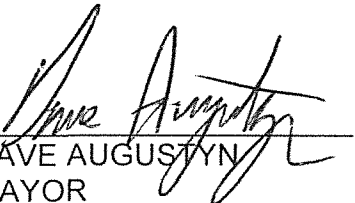
- Bribery
- Theft of Town property
- Wilful damage to Town property
- Indecent or disorderly conduct
- Threats of a personal or physical nature directed towards any person
- Extreme case of insubordination or any other act which results in the Town being charged with an offence or an Provincial or Federal law.

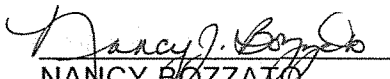
**ARTICLE 33 DURATION OF AGREEMENT**

This Agreement shall come into effect as of January 1, 2010 and shall remain in effect until December 31, 2011. This contract constitutes the entire Agreement between the parties and supersedes and replaces all previous agreements and practices, both written and oral. This Agreement will remain in effect and shall extend until superseded by a subsequent Agreement.

DATED AT PELHAM THIS APRIL 19th, 2010.

TOWN OF PELHAM


DAVE AUGUSTYN
MAYOR


NANCY BOZZATO
TOWN CLERK

EMPLOYEES BARGAINING GROUP


RYAN COOK
WATER & WASTEWATER


SALLY JAEGER
PLANNING & DEVELOPMENT


PHIL RITTENHOUSE
PARKS & RECREATION



APPENDICES

A – Wage Scale

B – Benefits

C – Functional Abilities Form

ATTACHMENTS

Attachment 1 – PERS/01, Code of Ethics

Attachment 2 – PERS/R32, Hiring Policy

Attachment 3 – PERS/41, Employee Purchase Plan for Personal Computers



Employee Agreement

Town of Pelham

**Appendix A
Wage Scale**



**TOWN OF PELHAM
2010 Employee Wage Scale
January 1, 2010 – December 31, 2010**

| POSITION TITLE | CLASS | YEARS OF EXPERIENCE RECOGNITION | | | | |
|--|-------|---------------------------------|--------|-------|-------|-------|
| | | START | 6 MTHS | 1 YR | 2 YRS | 3 YRS |
| Head Cashier | 0 | 18.72 | 19.76 | 20.80 | | |
| Labouror Circulation Assistant, <i>Library</i> | 1 | 20.80 | 21.96 | 23.12 | | |
| Accounts Payable & Receivable Clerk Admin. Assist Bldg & Enfr. Services Admin. Assist CIS Admin. Assist Dir. Of Planning Admin. Assist to Clerk Admin. Assist to Fire Chief Cataloguing & Computer Technician, <i>Library</i> Children/Youth Services Coordinator, <i>Library</i> Community Services Coordinator Equipment Operator Office Clerk/Road Patroller Parks & Arena Facilities Attendant Payroll/Personnel Clerk Public Services Coordinator, <i>Library</i> Water Billing Clerk | 2 | 21.13 | 22.37 | 23.62 | 24.85 | |
| Assistant Manager, Facilities Fleet Mechanic Horticultural/Cemetery Operator Manager, Technical Services, <i>Library</i> Water & Sewer Operator | 3 | 22.71 | 24.05 | 25.39 | 26.72 | |
| Assistant Manager of Pub. Infrastructure Bylaw Enforcement Officer Engineer Technologist Fire Prevention Officer Planning Technician Taxation Clerk | 4 | 24.98 | 26.45 | 27.91 | 29.38 | |
| Building Inspector | 5 | 28.72 | 29.56 | 30.41 | 32.09 | 33.78 |



**TOWN OF PELHAM
2011 Employee Wage Scale
January 1, 2011 – December 31, 2011**

| POSITION TITLE | CLASS | YEARS OF EXPERIENCE RECOGNITION | | | | |
|--|-------|---------------------------------|--------|-------|-------|-------|
| | | START | 6 MTHS | 1 YR | 2 YRS | 3 YRS |
| Head Cashier | 0 | 19.19 | 20.26 | 21.32 | | |
| Labouror Circulation Assistant, <i>Library</i> | 1 | 21.32 | 22.50 | 23.70 | | |
| Accounts Payable & Receivable Clerk Admin. Assist Bldg & Enfr. Services Admin. Assist CIS Admin. Assist Dir. Of Planning Admin. Assist to Clerk Admin. Assist to Fire Chief Cataloguing & Computer Technician, <i>Library</i> Children/Youth Services Coordinator, <i>Library</i> Community Services Coordinator Equipment Operator Office Clerk/Road Patroller Parks & Arena Facilities Attendant Payroll/Personnel Clerk Public Services Coordinator, <i>Library</i> Water Billing Clerk | 2 | 21.65 | 22.93 | 24.21 | 25.47 | |
| Assistant Manager, Facilities Fleet Mechanic Horticultural/Cemetery Operator Manager, Technical Services, <i>Library</i> Water & Sewer Operator | 3 | 23.28 | 24.65 | 26.03 | 27.39 | |
| Assistant Manager of Pub. Infrastructure Bylaw Enforcement Officer Engineer Technologist Fire Prevention Officer Planning Technician Taxation Clerk | 4 | 25.61 | 27.11 | 28.61 | 30.12 | |
| Building Inspector | 5 | 29.44 | 30.30 | 31.17 | 32.90 | 34.63 |



Employee Agreement

Town of Pelham

**Appendix B
Benefits Allowances**



**TOWN OF PELHAM
BENEFIT ALLOWANCES**

BENEFIT**COMPENSATION**

Safety Footware

\$150.00 (effective April 17, 2007)

Mileage Allowance

52 cents per km

Shift Premium

50 cents per hour (Recreational Facilities –
Full Time Staff only)

1.00 per hour (Midnight Shift)



Employee Agreement

Town of Pelham

**Appendix C
Functional Abilities Form**



TOWN OF PELHAM

FUNCTIONAL ABILITIES FORM
FOR ABILITY TO WORK

The following information should be completed in BLACK INK by the employer or the worker.

| | | | | | |
|---|--|---|--|---|--|
| Health No. | | Claim No. | | <input type="checkbox"/> Initial Form <input type="checkbox"/> Follow-up form | |
| Date of Accident day month year | | Employer Telephone No. Area Code Telephone | | Worker's Last Name First Name | |
| | | | | Full Address (No., Street, Apt.) | |
| Employer's Name | | City/Town | | Province | |
| Full Address (No., Street, Apt.) | | Postal Code | | Area Code Telephone No. | |
| City/Town | | Province | | Postal Code | |
| | | | | Social Insurance No. | |
| | | | | Date of Birth day month year | |
| Declarations and Signature By signing below, you are consenting to disclose your functional abilities information. Your consent allows your health professional to release information about your functional abilities directly to the Town. I declare that all of the information provided on this form is true and correct. | | | | | |
| Signature: | | | | Date day month year | |
| If you are under the age of 16, your parent or guardian, must authorize the release of the functional abilities information. | | | | | |
| Signature: | | Relationship: | | Date day month year | |
| | | | | Area Code Telephone No. | |
| Accident Information (This information should be completed by the employer or the worker.) Type of Job (Where available, attach description of job activities) Area of Injury | | | | | |

The following information should be completed by the Health Professional:

| | | |
|---|---|---------------------------------------|
| 1 | Date of examination on which the report is based | Area of injury |
| 2 | Rehabilitation/Treatment Required? <input type="checkbox"/> yes <input type="checkbox"/> no Is the worker capable of returning to work immediately without restrictions? <input type="checkbox"/> yes <input type="checkbox"/> no If no, please complete the next section. | General Comments/Specific Limitations |
| 3 | Please complete where capabilities are known or limitations recommended. Note: 'as tolerated' implies that restrictions are recommended but must be quantified in the workplace. Capabilities Walking: short distance only <input type="checkbox"/> ; as tolerated <input type="checkbox"/> ; other (eg. Uneven ground) <input type="checkbox"/> Standing: less than 15 min. <input type="checkbox"/> ; less than 30 min. <input type="checkbox"/> ; as tolerated <input type="checkbox"/> ; other <input type="checkbox"/> Sitting: less than 30 min. <input type="checkbox"/> ; less than 1 hour <input type="checkbox"/> ; as tolerated <input type="checkbox"/> ; other <input type="checkbox"/> Lifting floor to waist: less than 10 Kg. <input type="checkbox"/> ; less than 25 Kg. <input type="checkbox"/> ; as tolerated <input type="checkbox"/> ; other <input type="checkbox"/> Lifting waist to shoulder: less than 10 Kg. <input type="checkbox"/> ; less than 25 Kg. <input type="checkbox"/> ; as tolerated <input type="checkbox"/> ; other <input type="checkbox"/> Stair climbing: none <input type="checkbox"/> ; 2-3 steps only <input type="checkbox"/> ; short flight <input type="checkbox"/> ; own pace <input type="checkbox"/> ; as tolerated <input type="checkbox"/> Ladder climbing: none <input type="checkbox"/> ; 2-3 steps only <input type="checkbox"/> ; 4-6 steps only <input type="checkbox"/> ; own pace <input type="checkbox"/> ; as tolerated <input type="checkbox"/> Limited ability to use hand to: hold objects <input type="checkbox"/> ; grip <input type="checkbox"/> ; type <input type="checkbox"/> ; write <input type="checkbox"/> Limitations <input type="checkbox"/> Bending or twisting of <input type="checkbox"/> Repetitive movement of <input type="checkbox"/> Chemical exposure to <input type="checkbox"/> Environmental exposure to <input type="checkbox"/> Operating motorized equipment <input type="checkbox"/> Restrictions related to medications: (specify) <input type="checkbox"/> Above-shoulder activity <input type="checkbox"/> Below-shoulder activity Exposure to vibration: high frequency <input type="checkbox"/> ; low frequency <input type="checkbox"/> Limit physical exertion to: mild <input type="checkbox"/> ; moderate <input type="checkbox"/> ; as tolerated <input type="checkbox"/> | |
| 4 | Recommendation for Work Hours <input type="checkbox"/> Full-time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours | |
| 5 | Complete Recovery Expected? <input type="checkbox"/> yes <input type="checkbox"/> no | |
| Health Professional Health Professional's Name (Please print) Health Profession Date of Appointment For Review of Capabilities day month year | | Estimated Duration of Limitations |
| Full Address City/Town Province Postal Code | | |
| Date Area Code Telephone Signature | | |



What You Need to Know

By signing this form, the worker consents to the disclosure of functional abilities information, which is collected under the authority of the Freedom of Information and Protection of Privacy Act and provided by a health professional, to his or her employer for the sole purpose of substantiating his/her ability to work.

The worker is required to provide a completed copy of this form to his or her employer.

Worker

- This form is to be completed by your treating Health Professional who will discuss the information with you, once completed.
- You should contact your employer immediately to review the information on the completed form together in order to substantiate his/her ability to work.

Employer

- This is the information that you need about this worker's physical capabilities and limitations to establish his/her ability to work.

Health Professional

- This form contains the worker's consent for the release of the functional abilities information to the employer.
- The employer and worker will use this information to ensure the worker is able to function at work in a safe and healthy manner. The worker's ability to work will reflect your assessment of the worker's physical capabilities and limitations and presume that no clinical contraindications exist for other work activities, **therefore it is crucial that both the capabilities and limitations sections be completed in full.**
- The completion of this form is based on your examination of the injured worker and does not require a specialized Functional Abilities Evaluation.
- Diagnostic information **must not** be included.
- If you are able, please add more specific information on the duration of temporary precautions or maximum times or weights to be considered, in section 3 under General Comments/Specific Limitations. If necessary, please attach an additional page to this completed form to describe physical capabilities and limitations.
- **This does not replace clinical reporting requirements to the WSIB.**